

Issuance Date: July 27, 2012
Bid Opening Date: August 10, 2012
BMA Approval Date: August 27, 2012

**CITY OF GERMANTOWN
INVITATION TO BID
MANHOLE REHABILITATION**



**1930 S. Germantown Road
Germantown, TN 38138**



CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

REQUEST FOR BIDS

Date: July 27, 2012

The City of Germantown, Tennessee, will accept Bids on:

MANHOLE REHABILITATION

Bid shall be mailed in a **sealed envelope** marked "**MANHOLE REHABILITATION**" in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. (*Bid must be received by the City prior to the time indicated below.*) **Please mark envelope with the name of the Bid.**

BID DATE: Bid shall be opened at 1930 S. Germantown Rd at 2:00 p.m. on, August 10, 2012.

A pre-bid meeting will be held on August 7, 2012 at 9:00 a.m. CST at the Public Services Complex, 7700 Southern Avenue in Germantown, TN.

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, and to accept partial Bids. *Bids must be submitted on the Bid document that the City issues **and it must be signed.***

The Successful Bidder shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Bid or all Bids submitted.

See attached Specifications, Bid Sheet, Drug and Alcohol Testing Acknowledgment Statement and Affidavit along with Company's Testing Policy, and Vendor's Qualifications and Reference Form that must be returned as part of the Bid. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Services and/or Products Contract and Required Insurance Certifications are included and will be required from the selected Bidder.

Sincerely,

Lisa A. Piefer

Lisa A. Piefer
Purchasing Officer

**CITY OF GERMANTOWN
MANHOLE REHABILITATION
SPECIFICATIONS**

GENERAL INFORMATION FOR BIDDERS:

A. Description of Work:

The work described within details a complete program for manholes. This section details the methods, procedures, materials and equipment as required to produce a total system for manholes. The completed system will provide a corrosion resistant liner that restores walls to original surface levels and eliminates water infiltration and exfiltration.

B. Pre-Bid Meeting:

A pre-bid meeting will be held on August 7 at 9:00 a.m. at the Public Services Complex, 7700 Southern Avenue in Germantown, TN. (Non-Mandatory)

C. Work Completion Days:

All work is to be completed within 90 days of Notice to Proceed.

D. Required Documents executed by all Bidders:

All Bidders are required to submit the Bid Sheet, and the Drug and Alcohol Acknowledgment Statement when submitting a Bid. Submission of the Title VI and Title IX Form is voluntary.

E. Required Documents executed by Successful Bidders:

The selected bidder will be required to enter into a standard City of Germantown contract, to provide payment and performance bonds, and to maintain sufficient insurance according to the City's insurance requirements (contract, bond forms and insurance information attached).

F. Questions:

Questions concerning specifications need to be sent via e-mail to Purchasing Division. All inquiries concerning this Bid should be directed to the Purchasing Officer, City of Germantown, and 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at Purchasing@germantown-tn.gov. Informal inquiries that are informational in nature can be made at any time by calling the Purchasing division at (901) 757-7260.

PART 1 – GENERAL

1.01 GENERAL

- A. This specification covers labor, materials and equipment required for rehabilitating and protecting the interior surfaces of concrete sanitary sewer structures by application of a coating to protect the concrete structure from hydrogen sulfide and acid generated by microbiological sources present in the municipal wastewater environment. The protective coating shall also eliminate infiltration, repair voids and enhance the structural integrity of the sanitary sewer structure.

- B. For all manholes designated by this contract, the protective coating shall be a polymer based polyurethane. For manholes, the limits shall be the bench at the edge of the formed invert of pipe. Procedures for surface preparation, cleaning, application and testing are described herein.

1.02 SUBMITTALS

A. Product Data

1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to, and is suitable for, its intended use per these specifications.
2. Material Safety Data Sheets (MSDS) for each product used.
3. Project specific guidelines and recommendations, including all manufacturer required field testing methods and procedures with applicable ASTM, NACE or SSPC testing parameters.
4. Warranty Certificate.
5. Material Application Certification

Provide reference documentation to confirm that the proposed polymer based coating system has a proven record of performance when used in the intended application.

6. Applicator Qualifications
 - a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
 - b. Certification that the equipment to be used for applying the products has been manufactured or approved by the concrete rehabilitation products Manufacturer, protective coating Manufacturer and certified for proper use for this specific application.
 - e. Include any project specific guidelines for the application of the specified polymer-based coating system for this project.
 - f. Include design details for any additional ancillary systems and equipment to be used on site and during surface preparation, product application and testing.
7. Final installation report on completed manholes

1.03 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the polymer based coating Manufacturer's recommendations.

- B. The manufacturer and/or applicator of the total liner system of manholes shall be a company that specializes in the design, manufacture or installation of corrosion protection systems for manholes. Applicator shall be completely trained in leak repair, surface preparation and corrosion materials application on manholes
- C. The applicator shall be trained and certified by the manufacturer for the handling, mixing, application and inspection of the liner system as described herein.
- D. Polymer coating Manufacturer's authorized field representative shall be on site prior to the application of the first installation of the polymer based coating system to verify that the substrate has been properly prepared and also during the application of the polymer coating system to certify that the complete system has been properly applied.

1.04 DELIVERY, STORAGE AND HANDLING

- A. All materials are to be kept dry, protected from weather and stored under cover.
- B. Protective polymer coating system materials are to be stored according to Manufacturer's recommendations. Do not store near flame, heat or strong oxidants.
- C. Repair and protective polymer coating materials are to be handled according to their material safety data sheets.

1.05 SITE CONDITIONS

- A. Applicator shall conform to and comply with all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- E. Method statements and design procedures are to be provided by the CONTRACTOR when confined space entry is required.
- F. For the basis of this Contract, polymer coatings for the high hydrogen sulfide and harsh acid exposure environment shall be able to withstand the following chemical and physical exposure limits without appreciable damage for the duration of the warranty period:
 - 1. Hydrogen Sulfide exposure up to 350 ppm (atmospheric)
 - 2. 50% Sulfuric Acid
 - 3. 30% Nitric Acid
 - 4. 30% Sodium Hydroxide
 - 5. Ph values (at coating surface) of $1.0 \leq \text{pH} \leq 10.0$
 - 6. Any other commonly occurring compounds in normal concentration in domestic sewer systems. Designation of normal compounds and corresponding normal concentrations is at the sole discretion of the ENGINEER.

1.06 ACCESS TO THE WORK SITE

- A. The OWNER shall provide reasonable access permissions and easements required for the CONTRACTOR's rehabilitation efforts.
- B. The CONTRACTOR shall provide adequate access for observation of the Work including any inspection or testing by others. If any portion of the Work is concealed from observation, such concealment, if requested by the OWNER, must be uncovered for observation and replaced at the CONTRACTOR's expense.

1.07 WARRANTY

- A. All materials and workmanship shall be warranted to the OWNER by the CONTRACTOR for a minimum period of **(10)** year from acceptance of the work. The warranty shall cover any physical breach, separation, bulging or other defect in product such that the substrate below the rehabilitated surface fails to have adequate protection or structural strength to accommodate the environment from which it is exposed.
- B. The CONTRACTOR shall, within a reasonable time after receipt of written notice thereof, repair any and all defects in materials or workmanship that develop during said warranty period and any damage to other work caused by such defects or the repairing of same, at CONTRACTOR's own expense and without cost to the OWNER. No prorated warranties or exclusions for improper application will be accepted. The responsibility for the costs associated with bypass pumping to maintain continuous service for warranty related repairs is not the responsibility of the OWNER.

PART 2 – PRODUCTS

2.01 POLYMER-BASED HIGH HYDROGEN SULFIDE AND HARSH ACID EXPOSURE PROTECTIVE COATING SYSTEM

- A. Structural Restoration and Polymer-Based Coating Products which have successfully completed our pre-approval process are listed below. Bid work must be equal or better

- 1. Minimum system shall be 500 mils thickness of two-part modified polymer and polyurethane/polymeric blend. Cementitious structural repair only as required by the ENGINEER prior to application

- B. Protective Polymer-Based Coating Material Minimum Requirements:

Product Type	Polyurethane/Polyurea
Color	Light
Compressive Strength	4,000 psi
Tensile Strength	1,500 psi
Hardness, Type D	60
Bond Strength – Concrete	> Tensile Strength of Concrete
Dry Film Thickness	.

2.02 PROTECTIVE POLYMER-BASED COATING SYSTEM

Protective polymer-based coatings shall be applied with Manufacturer approved equipment. Only application methods approved by the product Manufacturer will be permitted.

PART 3 – EXECUTION

3.01 ACCEPTABLE APPLICATORS

- A. Protective polymer-based coating system must be applied by an Applicator certified by the protective coating Manufacturer and in strict accordance with Manufacturer's specifications.

3.02 EXAMINATION

- A. The CONTRACTOR shall take the appropriate actions to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

3.03 SURFACE PREPARATION

- A. The CONTRACTOR and Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. The existing piping, valves and appurtenances shall be protected during structural rehabilitation and protective coating application.
- B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts or other contaminants shall be removed.
- C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced as directed by the City Representative.
- D. Old concrete must be firm and structurally sound as specified by the City Representative and agreeable to the product Manufacturer.
- G. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the protective polymer-based coating system to be applied.
- H. Surfaces to receive a protective polymer-based coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. At a minimum, this will be achieved with low pressure water cleaning equipment using a zero degree (0°) rotating nozzle at a minimum 1,500 psi and 3.0 gpm. Other methods such as high pressure water jetting (refer to NACE Standard No. 6/SSPC-SP 13), abrasive blasting, shot blasting, grinding, scarifying and/or acid etching may also be used. In addition, detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. The method(s) used shall be performed in a manner that provides a uniform, sound, clean, neutralized surface that is not excessively damaged. In no case shall cleaning solutions or methods be utilized that result in the discharge of materials considered harmful by the City Representative or OWNER to the sewer collection system.

3.04 APPLICATION OF REPAIR SYSTEM MATERIALS

- A. Infiltration shall be stopped by using a material that is compatible with the specified cementitious repair mortar, waterproof quick setting mortar-type that is suitable for topcoating with the protective polymer-based coating system herein specified.
- B. Provide final written report to owner/engineer detailing the location, date of report, and description of repair.

3.05 APPLICATION OF PROTECTIVE COATING

- A. Application procedures shall conform to the recommendations of the protective polymer-based coating system Manufacturer, including material handling, mixing, environmental controls during the application, safety and spray equipment.
- B. The equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- C. The protective coating material must be applied by a Certified Applicator of the protective coating system Manufacturer.
- D. Specified surfaces shall be coated by a moisture-tolerant, solvent-free, protective polymer-based coating with properties as described in these specifications and the system Manufacturer.
- E. Only application equipment approved by the protective polymer-based coating Manufacturer shall be used to apply each coat of the protective coating.
- F. If necessary, subsequent top-coating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within twelve (12) hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded

3.06 INSPECTION

- A. Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein.
- B. Visual inspection shall be made by the Owner/Engineer. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by Manufacturer.
- C. The sewer system may be returned to full operational service as soon as the final inspection has taken place

**CITY OF GERMANTOWN
MANHOLE REHABILITATION
BID SHEET**

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	0-10	Manhole Rehabilitation	\$ _____ vf	\$ _____
2.	11-20	Manhole Rehabilitation	\$ _____ vf	\$ _____
3.	21-30	Manhole Rehabilitation	\$ _____ vf	\$ _____
4.	31 & up	Manhole Rehabilitation	\$ _____ vf	\$ _____

All prices must be quoted F.O.B. Germantown, TN.

A pre-bid meeting will be held on August 7 at 9:00 a.m. at the Public Services Complex, 7700 Southern Ave., Germantown, TN.

All work is to be completed within 90 days of Notice to Proceed.

Company Name	
_____	BY: _____
Delivery Date	Signature and Title
_____	BY: _____
Prices Effective Until (Date)	Print Signature

Telephone Number	Facsimile Number

**CITY OF GERMANTOWN
DRUG AND ALCOHOL TESTING POLICY**

All City of Germantown employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All BIDDERS are required to submit an affidavit, in the form attached hereto, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown. BIDDERS are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful BIDDER and the City of Germantown enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful BIDDER on the grounds that it violates said Public Chapter due to the fact that the successful BIDDER did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract & Agreement for violation of the provisions of Public Chapter 693.

DRUG AND ALCOHOL ABUSE

GENERAL POLICY

This is to establish the City's policy regarding drug and alcohol use and the unlawful possession of controlled substances on City of Germantown premises. The City of Germantown Medical Benefits Program provides clinical treatment for employees and dependents who are experiencing the following disorders or conditions: Mental and Nervous Disorders Treatment, Alcohol and Drug Dependency. The City also provides an Employee Assistance Program.

SCOPE

All employees of the City of Germantown.

PROVISIONS

- A. City employees shall not take or be under the influence of any alcohol or illegal drugs while on duty. Employees may not be under the influence of legally prescribed or over-the-counter medications while on duty if such medications would impair their ability to safely and effectively perform their job.
- B. City employees are prohibited from the use, possession, manufacture, distribution and sale of drugs at any time, or of alcohol while on duty or while in or on City property or in City vehicles.
- C. All property belonging to the City is subject to inspection at any time without notice. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
- D. City employees who have reason to believe another employee is illegally using drugs or narcotics, shall report the facts and circumstances immediately to the supervisor.
- E. All City employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. Testing procedures and other rules relating to drug and alcohol abuse are described in the City Drug and Alcohol Testing Policy or the respective department drug and alcohol policies.
- F. Failure to comply with the intent or provisions of this policy or the applicable drug and alcohol testing policy may be used as grounds for disciplinary action, up to and including termination. (See Policy on Disciplinary Action.)

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT
STATEMENT AND AFFIDAVIT**

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company*)
_____, (the "Company") and makes oath that:

(i) the Company has received a copy of the relevant portions of the City of Germantown Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Germantown; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the City of Germantown.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 2012.

Notary Public

My Commission Expires:

TITLE VI INFORMATION

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____ Male

_____ Female

2. Number of Contractor's Employees Who Are:

_____ Caucasian

_____ African-American

_____ Other (please specify) _____

GERMANTOWN INSURANCE REQUIREMENT CITY PROJECT CONTRACT

The CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the CONTRACTOR'S performance of the work and the CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by the CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
4. Claims for damages which may be insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
7. Claims by third parties for bodily injury and property damage arising or resulting from the CONTRACTOR's failure to comply with any obligation undertaken by him pursuant to the Contract Documents.

The automobile general liability insurance required by this Contract shall include the specific coverage's and be written for not less than \$500,000 bodily injury and \$100,000 property damage.

The comprehensive general liability insurance required by this Contract shall include the specific coverage's and shall be written for not less than \$1 million combined per occurrence limit or \$3 million aggregate limit with the entire aggregate limits dedicated to this particular job.

The CONTRACTOR shall have and maintain during the life of the Contract and Agreement such Property Insurance upon his entire work at the site to the full insurable value thereof. This insurance shall protect the City of Germantown, as its interest may appear in the work, and shall

insure against the perils of fire and extended coverage and shall include “all risk” insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

All such insurance shall be set out on the Certificate of Insurance (form included for both occurrence and aggregate policy) executed by an insurance company or insurance companies authorized to do business in the State of Tennessee. The Certificate of Insurance shall contain the following provision:

“Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing insurance company will mail 30 days prior written notice to: **The City of Germantown, Risk Management Department, P.O. Box 38809 Germantown, TN 38138-0809**, by registered mail, return receipt request.”

All such insurance shall remain in effect until final acceptance and at all times thereafter when the CONTRACTOR may be correcting, removing or replacing defective work in accordance with the Contract and Agreement.

The comprehensive general liability insurance required by this section will include contractual liability insurance applicable to the CONTRACTOR’S obligations under the Contract and Agreement.

CERTIFICATE OF INSURANCE					
PRODUCER Agency Address City State Zip			DATE 8/30/2004		
			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Insured Address City State Zip			COMPANIES AFFORDING COVERAGE		
			COMPANY LETTER A Company		
			COMPANY LETTER B		
			COMPANY LETTER C		
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS	
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GENERAL AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE	Policy #	Date	PRODUCTS/COMPLETED OPER. AGGR.	\$ 1,000,000
	<input type="checkbox"/> PERSONAL INJURY LIABILITY		Date	PERSONAL & ADVERTISING INJURY	\$ 1,000,000
				EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED PREMISES	\$ 50,000
				MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5,000
				PER OCCURRENCE	
A	AUTOMOBILE LIABILITY			TORT	
	<input checked="" type="checkbox"/> OWNED AUTOS	Policy #	Date	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS		Date		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> PHYSICAL DAMAGE				
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			WC STATUTORY LIMITS	
		Policy #	Date	EL-EACH ACCIDENT	\$ 100,000
			Date	EL-DISEASE-POLICY LIMIT	\$ 500,000
				EL-DISEASE EACH EMPLOYEE	\$ 100,000
A	Umbrella				
		Policy #	Date	LIABILITY LIMIT EACH OCCURRENCE	\$ 2,000,000
			Date	LIABILITY AGGREGATE LIMIT	\$ 2,000,000
				RETAINED LIMIT	\$ 10,000
	<input type="checkbox"/> SPECIAL				
	<input type="checkbox"/> EARTHQUAKE				
	<input type="checkbox"/> FLOOD				
A	BUILDERS RISK			LIMIT PER LOCATION	
	<input type="checkbox"/> PER PROJECT				
OTHER					
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY/DESCRIPTION OF OPERATIONS/DESCRIPTION OF VEHICLES/SPECIAL ITEMS City of Germantown Named as Additional Insured per Endorsement 2010 (11/85)					
CERTIFICATE HOLDER			CANCELLATION		
City of Germantown C/O Risk Manager 1930 Germantown Road S Germantown, Tn. 38138			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,		
			AUTHORIZED REPRESENTATIVE		
			Producer		

CITY OF GERMANTOWN
Certificate of Insurance Attachment

Named Insured: _____

Project: Manhole Rehabilitation

This is to certify that insurance policies listed on the attached certificate of insurance contain the following:

1. General Liability Insurance Includes:
 - Premises/Operations
 - Products/Completed Operations
 - Broad Form Property Damage
 - Blanket Contractual Coverage
 - X (Explosion), C (Collapse) and U (Underground) Coverage
 - Independent Contractors
2. The City of Germantown is named as an Additional Insured on the General Liability, using a CG 2010 (11/85) endorsement, for the referenced project and the City of Germantown is named additional insured on the Business Auto Coverage.
3. Insured agrees to “Waive its Right of Subrogation” against the City of Germantown relative to Workers Compensation, General Liability, and Auto.
4. Cancellation Clause is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing insurance company will mail 30 days prior written notice to: **The City of Germantown, Risk Management Department, P.O. Box 38809 Germantown, TN 38138-0809**, by registered mail, return receipt request.

Agency or Company: _____

Authorized Agency Representative: _____
(Signature)

Date Issued: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor) a

(State of formation of CONTRACTOR)

(Corporation, Partnership, Limited Liability

Company, Individual or Joint Venture—indicate which), hereinafter called CONTRACTOR,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of Germantown, Tennessee,

1930 South Germantown Road, Germantown, Tennessee, hereinafter called OWNER, in the

penal sum of

_____ Dollars

(\$_____), in lawful money of the United States, for the payment of which sum

well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and

severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain Contract and Agreement (“Contract”) with the OWNER which is made a part hereof by reference for the construction of:

MANHOLE REHABILITATION

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all

Payment Bond

Page 1 of 3

persons, firms, and SUBCONTRACTORS furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any extension or modification thereof, including all amounts for materials, lubricants, oil, gasoline, parts and repairs on machinery, equipment, and tools consumed or used in connection with such work, and all insurance premiums on said work, and for all labor performed in such work, whether by SUBCONTRACTORS or otherwise, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work to be performed thereunder or to the SPECIFICATIONS accompanying the same shall in any way release its obligation under this BOND. Said SURETY hereby waives notice of any such change, extension of time, modification, alteration, or addition to the terms of the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim is entitled to be satisfied by the CONTRACTOR and its SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed, this the _____ day of _____, 2012.

(*CONTRACTOR*)

By: _____

Title: _____

Address: _____

(*SURETY*)

By: _____

(*Attorney-in-Fact*)

Title: _____

Address: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____*(Name of Contractor)*

_____*(Address of Contractor)* a

_____*(State of formation of CONTRACTOR)*

_____*(Corporation, Partnership, Limited Liability*

Company, Individual or Joint Venture—indicate which), hereinafter called CONTRACTOR,

and _____*(Name of Surety)*

_____*(Address of Surety)*

hereinafter called SURETY, are held and firmly bound unto

the City of Germantown, Tennessee, 1930 South Germantown Road, Germantown, Tennessee,

hereinafter called OWNER, in the penal sum
of _____Dollars

(\$ _____), in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the CONTRACTOR
has entered into a certain Contract and Agreement (“Contract”) with the OWNER, which is
made a part hereof by reference, for the construction of:

MANHOLE REHABILITATION

_____, and if

the CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall

fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby, stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way release its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied and which is entitled to be satisfied by the CONTRACTOR and SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed this the _____ day of _____, 2012.

(*CONTRACTOR*)

By: _____

Title: _____

Address: _____

(*SURETY*)

By: _____

(*Attorney-in-Fact*)

Title: _____

Address: _____

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this _____ day of August, 2012 by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the “**CITY**”) and _____ [insert name of **CONTRACTOR**], a _____ [State where **CONTRACTOR** established, but only if an entity, not applicable to sole proprietorships] _____ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the “**CONTRACTOR**”).

W I T N E S S E T H:

WHEREAS, the CITY desires to contract with a provider of Manhole Rehabilitation services and/or products (herein the “**Contract Items**”), and

WHEREAS, the **CONTRACTOR** has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the **CONTRACTOR** desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The **CONTRACTOR** is to furnish the services and/or products as specified in the Invitation to Bid issued by the CITY under **Manhole Rehabilitation** (herein the “**Invitation to Bid**”) and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the **CONTRACTOR** is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The **CONTRACTOR** shall fully perform the Contract Items not later than 90 days from issuance by the CITY of a Notice to Proceed.

3.00 COMPENSATION

3.01. Amount of Compensation. The **CONTRACTOR** agrees to provide the services, equipment and products as specified in its bid to the CITY at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the CITY under Section 4.00 of this Contract (“Additional Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the CITY are payable within thirty (30) days from receipt, provided they have first been approved by the CITY department

that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The CITY reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the CITY department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Germantown, 1930 South Germantown Road, Germantown, Tennessee 38138. In the event any Contract Items are deemed unacceptable, the CITY'S representative shall notify the CONTRACTOR of the deficiencies in writing and the CITY may withhold payment until the deficiencies are corrected to the satisfaction of the CITY, such determination to be made in the sole and absolute discretion of the CITY. All invoices must clearly indicate the Invitation to Bid number.

4.00 ADDITIONAL SERVICES

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the CITY.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the CITY regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an

amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the CITY in good and working condition. If the CONTRACTOR is notified in writing by the CITY of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the CITY'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the CITY; or (ii) refund to the CITY the charge paid by the CITY which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or

substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from negligence of the CONTRACTOR, its agents, servants, and employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs which may be incurred by the CITY, arising from the acts, errors, or omissions of the CONTRACTOR, its agents, servants and employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive any termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the CITY and the CONTRACTOR

hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: City of Germantown
1930 South Germantown Road
Germantown, TN 38138
Facsimile: (901) 757-7258
- (ii) To: **[Insert Name of CONTRACTOR]**

Facsimile: () _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein or by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or unenforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

29.00 COUNTERPARTS

This Contract may be executed in multiple counterparts, each one of which shall be deemed an original but all of which shall be considered together as one and the same instrument.

30.00 AGREEMENT CONTROLLING

To the extent that any provision hereof is inconsistent with a provision contained in the bid, the provision contained herein shall govern.

[Signatures to follow on next page.]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF GERMANTOWN

[INSERT NAME OF CONTRACTOR]

By: _____
Sharon Goldsworthy, Mayor

By: _____
Its: _____

CONTRACTOR's Mailing Address:

CONTRACTOR's Telephone Number:

(_____)_____

CONTRACTOR's Facsimile Number:

(_____)_____

ATTEST:

By: _____
City Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

City Attorney

EXHIBIT “A”

Invitation to Bid - Manhole Rehabilitation

EXHIBIT “B”

CONTRACTOR’S Bid